

**BOARD OF COUNTY ROAD
COMMISSIONERS OF ALLEGAN COUNTY**

-&-

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL UNION NO. 517M**

EXPIRES: MIDNIGHT, DECEMBER 31, 2022

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
AGREEMENT	3
ARTICLE 1 - PURPOSE AND INTENT	3
ARTICLE 2 - RECOGNITION	3
ARTICLE 3 - MANAGEMENT RIGHTS	3
ARTICLE 4 – CONTRACT CONFLICT CLAUSE.....	4
ARTICLE 5 - CONDITIONS OF EMPLOYMENT.....	4
ARTICLE 6 – HOLIDAY PAY AND HOURS OF WORK	5
ARTICLE 7 - LEAVE TIME	7
ARTICLE 8 - PROBATIONARY PERIOD AND SENIORITY.....	10
ARTICLE 9 - VACANCIES, PROMOTIONS AND TRANSFERS.....	11
ARTICLE 10 – SUBSTITUTE POSITIONS	13
ARTICLE 11 - UNION MEMBERSHIP AND COMMITTEES	14
ARTICLE 12 - LONGEVITY PAY	15
ARTICLE 13 - MEDICAL EXAMINATIONS	16
ARTICLE 14 - RETIREMENT	16
ARTICLE 15 - HEALTH AND LIFE INSURANCE	17
ARTICLE 16 - LAYOFFS.....	17
ARTICLE 17 - SPECIAL CLOTHING	18
ARTICLE 18 - ELIMINATION OF POSITIONS.....	18
ARTICLE 19 - RULES OF CONDUCT AND PENALTIES FOR VIOLATION.....	18
ARTICLE 20 - GRIEVANCE PROCEDURE.....	21
ARTICLE 21 - TERMINATION OF AGREEMENT.....	23
SCHEDULE "A" - JOB CLASSIFICATION AND HOURLY RATES OF PAY.....	24

AGREEMENT

This Agreement made and entered into this _____ day of December, 2019, by and between the Board of County Road Commissioners of Allegan County (Board) and Service Employees International Union, Local 517M (Union).

ARTICLE 1 – PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Board, the employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Board's success in establishing a proper service to the community. To these ends, the Board and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 2 – RECOGNITION

Pursuant to and in accordance with all applicable legal provisions, the Board does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of work, and other conditions of employment for the term of this Agreement of all employees of the Allegan County Road Commission (ACRC) included in the bargaining unit described below:

All hourly-rated employees designated in the following classifications: Road Worker, Heavy Equipment Operator I and II, Mechanic I, Mechanic II, Foreman, and Chief Mechanic; but excluding all others.

The wage rates for the various job classifications of the Bargaining Unit as listed in Schedule "A" which are made a part hereof, shall remain in effect during the term of this Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

Section 1: The Board and the Union recognize and agree that the Board is charged with certain powers, rights, authority, duties and responsibilities by the laws and constitution of the State of Michigan and of the United States which it must assume and discharge and which may not be delegated. Nothing contained herein, either expressed or implied, shall abridge, abrogate, or usurp such rights or duties of the Board.

Section 2: Except as specifically stated and expressly provided in this Agreement, the Board retains the exclusive right to manage and operate the ACRC in all its operations and activities. Among the rights of management, included by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations; to establish reasonable work rules; to study and use improved methods and equipment; to manage its affairs efficiently and economically; to determine the quantity and quality of service to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any service, materials, or methods of operation, to introduce new equipment, methods, machinery, change or eliminate existing equipment, and institute changes, supplies to be used, and land purchased.

Section 3: The Board shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge for just cause, layoff and recall personnel; to establish work rules and penalties for violations of such work rules; to make judgments as to ability and skill; to determine workloads; to establish and change the work schedule; and to provide and assign relief personnel when not in conflict with specific provisions of this Agreement. The Board may employ temporary employees to augment the work force.

Section 4: The Board agrees to give the Union and all employees as covered by this Agreement a copy of all work rules and policies they have instituted. Board policies may not be negotiated.

ARTICLE 4 - CONTRACT CONFLICT CLAUSE

If any Article or Section of this Agreement, or any riders or letters of understanding as attached hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity.

ARTICLE 5 - CONDITIONS OF EMPLOYMENT

Employees shall not be permitted to accept loans, gifts, money or goods, services or other benefits which may influence, or appear to influence, the proper discharge of their County Road Commission responsibilities. Any employee who receives any loan, gift, money, goods or service, or other benefits which has a fair market value in excess of twenty-five dollars (\$25.00), shall immediately refuse and return such loan, gift, money, goods, service or other benefit.

ARTICLE 6 - HOLIDAY PAY AND HOURS OF WORK

Section 1. The following holidays shall be considered paid holidays:

HOLIDAYS	
New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	The Friday after Thanksgiving Day
Independence Day	Christmas Day

All eligible employees shall receive holiday pay of eight (8) hours at the regular hourly rate of their Job Classification as set forth in Schedule "A" for the above listed holidays, except Independence Day and Memorial Day for which eligible employees shall receive ten (10) hours pay at their regular hourly rate. In order to receive holiday pay, an employee must work the scheduled work day before and the scheduled work day after the paid holiday, the only exceptions being those employees absent on leave time.

Section 2. On the last scheduled working day before Christmas, if weather conditions permit, regular work shall terminate after five (5) hours for those employees on the job. If weather conditions require a return to work after five (5) hours, said work shall be compensated for at the employee's regular hourly rate for up to a total of eight (8) hours and at time and one-half his/her regular hourly rate after eight (8) hours. For all hours worked before 7 a.m. on Christmas Eve, an employee shall be paid one and one-half (1.5) times the regular hourly rate provided he/she also works five (5) regular hours on that day.

Section 3. The regular work schedule shall extend from 7:00 a.m. until 3:00 p.m., Monday through Friday from the first full week before Labor Day until the first full week of May. The summer work schedule will commence the first full week of May and end the first full week before Labor Day. The summer work schedule shall extend from 6:00 a.m. until 4:00 p.m., Monday through Thursday.

- a. Start and stop times may be varied as needed during winter weather operations based on conditions and efficient use of equipment. Start times prior to 5 a.m. will be determined before 8 p.m. the night before when at all possible. Variances in the amount of overtime between Road Workers will be evened out whenever possible.
- b. All employees shall be entitled to two (2) fifteen (15) minute breaks with one at 9:00 a.m. and one at 12:00 p.m..
- c. Employees are not authorized to leave the job site, travel outside of the assigned working area, or stop at restaurants or coffee shops during the working day.

- d. Every employee must at all times be reasonably available for so long as is necessary, to perform work of an emergency nature caused by wind, water, snow, rain or other natural or manmade circumstances. Unreasonable refusal on the part of an employee to perform emergency work when requested to do so shall be considered grounds for discipline.
- e. In the event an employee is called back to work for emergency work purposes, after he/she has completed his/her regularly assigned shift and departed for the day, he/she shall be paid a minimum of three (3) hours pay as set forth at his/her regular hourly rate.
- g. The duration of the pay period during the term of this contract shall be two (2) weeks, said payments to be made by check or direct deposit to the employees by 3:00 p.m. on the Thursday following the last working day of said two (2) week pay period during the regular work schedule, and by 4:00 p.m. on the Thursday following the last working day of the said two (2) week pay period during the summer work schedule.
- h. For all hours worked over eight (8) during the regular work schedule, or ten (10) during the summer work schedule, in a single work day and over forty (40) in a single work week the rate of pay shall be one and one-half (1.5) times the employee's hourly rate in effect during that day in which such additional work was performed.

Leave time and paid holidays shall be counted as part of the eight (8) or ten (10) hour single work day or forty (40) hour work week.

- 1. For all hours worked on Saturday during the regular work schedule, and Friday or Saturday during the summer work schedule, the rate of pay shall be one and one-half (1.5) times the regular hourly rate provided the employee has forty (40) hours of paid time accumulated during the week.
 - 2. For all hours worked on a Sunday, the rate of pay shall be two (2) times the regular hourly rate.
 - 3. For all hours worked on a paid holiday, the rate of pay shall be one and one-half (1.5) times the regular hourly rate in addition to the holiday pay described in Section 1 of this Article.
- i. Provided the Superintendent knows of the need for overtime at least twenty-four (24) hours in advance, the first opportunity for such overtime work will be provided to the senior qualified employee from the garage affected.
 - j. Overtime Call-Outs: To clarify how employees should be called upon to work overtime, the following should be followed when possible:

The acting foreman will call full-time employees, in order of their seniority, from within the district where the work is required.

If the required number of full-time employees is not met from within that district, the acting foreman will call from the nearest district (based upon his/her discretion) and proceed through that district's seniority list until the required positions have been filled.

This process will be followed through the next nearest districts as needed until all full-time employees have been contacted or attempted to be contacted.

Following all attempts at contacting full-time employees, temporary employees may be called in at the acting foreman's discretion.

An attempt to contact is defined as a phone call (home or cell) or text message.

NOTE: In the case of the Allegan District, if the acting Allegan Foreman needs help for work within the Allegan District and no full-time employees are available, the sign shop employees will be called, in order of seniority, to fulfill the needed number of employees.

There may be special incidents or circumstances when it may not be possible to follow this procedure, such as a crew already working being sent to a location in another bordering district to provide a quick and cost-effective response, but they should be very limited. Employees may request special arrangements when they know they will not be available or wish not to be called unless others are not available.

ARTICLE 7 - LEAVE TIME

Section 1. Leave Time: During the term of this Agreement, effective January 1st of each year, all members of the Bargaining Unit with six (6) months seniority or more shall be credited with twenty-one (21) hours of leave time. In addition, during the term of this Agreement, all members of the Bargaining Unit with six (6) months seniority or more are entitled to sixteen (16) hours of leave time for each month of service completed. Such leave time may be accrued to a maximum total of seven hundred sixty-eight (768) hours. Leave time may be used by employees to cover time off because of illness or time off for vacation purposes.

On the first regular pay day after his/her last day on the job, an employee shall be paid for the entire amount of his/her accrued paid leave time. An employee will forfeit such pay if he/she is terminated for any of the following:

- a. Committing any felony in the workplace;
- b. Intentionally or deliberately causing bodily harm to any individual;
- c. Selling, buying, or possessing illegal drugs or alcohol on Road Commission property, or in Road Commission vehicles.

It is not intended for (a) or (b) to apply to non-intentional injuries or felonies as the result of vehicle accidents. It is not intended for (c) to apply to individuals who test positive pursuant to a random or reasonable suspicion drug test.

An employee shall be paid pursuant to the above at the employee's regular hourly rate at the time of his/her termination of employment. In the event of an employee's death while still a regular employee, said payment as described shall be made to his/her surviving spouse or designated beneficiary.

On the first pay day in June of each year, an employee shall be paid an amount equal to all leave time accrued in excess of five hundred seventy-six (576) hours as shown in the records on December 31 of the preceding year. This amount to be computed at the employee's computed hourly rate as of December 31 of the preceding year.

After eighteen (18) months of employment, all employees shall be required to use a minimum of fifty-six (56) hours of leave time per year. These required fifty-six (56) hours may be taken at a minimum of one-half (1/2) hour at a time if the employee so chooses. If an employee fails to use the required fifty-six (56) hours per year, they shall be deducted from his/her total accumulation without payment therefor.

In accordance with the Michigan Paid Medical Leave Act, PA 338 of 2018, new employees will earn 1 hour of leave time per week (minimum of 35 hours worked) for the first six (6) months of employment which may be used after 90 calendar days of employment.

An employee shall begin to earn regular leave time beginning with the seventh (7th) month of his/her employment. Leave time shall become available for an employee's use on the first (1st) day of the month after the month in which it is earned.

Request for up to three (3) days of leave time shall be made to the employee's foreman. Requests for more than three (3) days of leave time shall be made to the employee's Superintendent. A minimum of one (1) day's advance notice for each day of leave time requested shall be given by an employee. This requirement does not apply in cases of illness or emergency.

Section 2. Illness or Emergency: In cases of illness or emergency, an employee must notify, or have someone notify, his/her Foreman or Superintendent by 7:00 a.m. during the regular work schedule or 6:00 a.m. during the summer schedule on the day he/she will be off. Any additional days after the first one to be take off because of illness or emergency must be covered by prior notification to the employee's Foreman or Superintendent.

Section 3. Worker's Compensation: In the event that an employee is off work as a result of an injury covered under worker's compensation insurance, he/she shall continue to earn leave time and be paid for paid holidays during a period not to exceed one hundred eighty (180) calendar days beginning with the day of injury. In the event that an employee is off work for any reason, other than the above stated, he/she shall continue to earn leave time during a period not to exceed thirty (30) calendar days, beginning with his/her first day off.

Employees whose illness or injury is being covered by worker's compensation insurance may use available leave time only to the extent that the leave time pay added to the compensation benefits will provide the employee with his/her regular weekly wage.

Section 4. Military Leave: Any regular employee who is required to serve in the Armed Forces of the United States will not lose his/her job classification as set forth in Schedule "A" as a result of his/her induction into the military. It is further provided that such employee will not lose his/her seniority because of such service and that he/she will be entitled to the current wage rate for his/her job classification upon his/her resumption of employment with the Board. Any leave time accrued at the time of his/her induction in the military may be used at the time he/she returns to employment with the Board.

Section 5. Jury Duty: A regular employee who is required to report for possible selection as a juror, or for actual jury duty after being selected, shall be paid for the time lost from his/her work while performing this service, provided that the following conditions are met:

- a. All payments received by the employee from the court (except mileage payments) shall be turned over to the ACRC.
- b. The employee shall return to work if he/she is dismissed by the court before 3:00 p.m. during the regular work schedule or 4:00 p.m. during the summer work schedule). This requirement does not apply in the case of a federal court jury.
- c. Court appearance as a witness (except on behalf of the Board) or as a defendant, are not covered by this Section.

Section 6. Leave of Absence: Upon written application to the Board setting forth the reasons for his/her request, an employee may be granted a leave of absence from his/her employment for a period up to sixty (60) calendar days, such application shall be forwarded to the Board at least fourteen (14) calendar days in advance of the time for the employee's departure from his/her job for the Board's consideration. In the event that the reasons enumerated in said application are not acceptable to the Board, such employee shall be notified in writing of the Board's decision. Assuming a position with another employer on a probationary or other basis shall not be considered a valid basis for such application. An employee who has been granted a leave of absence except for the purpose of recovery from illness or injury shall be required to reimburse the Road Commission for Health Care Insurance Coverage and Life and A.D. & D. Insurance Coverage after the first thirty (30) days.

Section 7. Union Business: Members of the Union will be allowed a total amount of up to forty (40) hours annually for non-paid Union business leave time. One (1) individual of the bargaining unit, who is an elected officer of the Union, will be eligible for up to one hundred fifty (150) hours annually for non-paid union business leave time. All such requests for non-paid Union business leave must be made in writing to the Managing Director, who will approve or deny such requests based upon the scheduling needs of the Road Commission.

Section 8. Bereavement Leave: An employee with six (6) months or more seniority shall be entitled to and receive up to sixteen (16) hours paid time off for bereavement for planning, visitation, and funeral leave due to the death of his/her mother, father, spouse, child, step-child, grandparent, grandchild, brother, sister, and/or his/her current mother-in-law, father-in-law, grandparent-in-law, sister-in-law, or brother-in-law.

Section 9. Leave Without Pay. For good and sufficient reasons, an employee may make request to his or her Superintendent for leave without pay for a period of not to exceed forty (40) hours. The Superintendents are authorized to grant such requests provided that they are satisfied that the request is proper. An employee shall not be permitted to use leave without pay if they have leave time available to use.

ARTICLE 8 - PROBATIONARY PERIOD AND SENIORITY

The probationary period for all new hires of the bargaining unit shall be one (1) year. The Superintendent and Managing Director will conduct a written evaluation of probationary employees as soon as possible following three (3) months of employment, six (6) months of employment, nine (9) months of employment and 12 (12) months of employment. The Managing Director, at his sole discretion, may determine that an employee has successfully completed his/her probationary period at any time prior to one (1) year.

Employees shall receive periodic hourly rate increases until they are at the listed rate for their job classification within one (1) year after commencing employment, provided they have satisfactory performance reviews.

An employee shall lose his/her seniority for the following reasons:

- a. When an employee voluntarily terminates employment;
- b. When an employee is discharged for cause;
- c. When an employee after layoff fails to report for work within forty-eight (48) hours after being notified by the Managing Director, in writing, to report; and provided further, however, that if within said period of forty eight (48) hours he/she shall advise the Board that he/she will return within the further period of forty eight (48) hours, his / her job shall remain open for him/her to take at any time within said period of ninety six (96) hours;
- d. When an employee fails to report cause of absence from work within five (5) working days unless such employee shows just cause for such failure for such absence;
- e. If an employee falsifies his/her reasons for leave of absence or if he/she engages in employment for another employer during his/her leave of absence;
- f. If an employee falsifies any information on his/her employment application; or
- g. If an employee refuses to take a physical examination at the Board's request and cost upon the completion of a medical leave of absence or upon return to work from absence because of injury or illness.

The Road Commission management staff shall post a list of the employees arranged in

order of their seniority and classification annually. This list shall be posted in a conspicuous place at each garage for a period of at least thirty (30) calendar days. Any employee objecting to his/her seniority as listed, must call such objection to the attention of the Managing Director in writing within thirty (30) calendar days of the posting. Any objections to such seniority list shall be decided in accordance with the grievance procedure as contained in this Agreement. The Board and the Union shall have the right to rely on the seniority list as posted effective upon the date of the posting period subject only to a resolution of any objections as timely raised as stated previously in this section.

Hourly-rated employees shall be designated as temporary employees, probationary employees, or regular employees. Temporary employees shall be defined as individuals employed on a seasonal basis not to exceed 1,000 hours per calendar year. Probationary employees shall be defined as those individuals who are hired on a regular basis, but who have been in the employ of the Board for a period of less than one (1) year. Regular employees shall be defined as individuals who are employed on a regular basis and who have been in the employ of the Board for a period exceeding one (1) year.

Each new employee shall be considered a probationary employee for one (1) year after hire of his/her start date, and during this period will not be entitled to seniority. After satisfactory completion of the probationary period, seniority shall date from the beginning of such probationary period. During the probationary period, employees may be transferred, laid off, released or discharged at the Managing Director's sole discretion, with or without cause and without respect to seniority. Such transfer, layoff, release or discharge shall not be subject to the grievance procedure.

ARTICLE 9 - VACANCIES, PROMOTIONS AND TRANSFERS

Section 1. For the purpose of this Agreement, a vacancy is defined as the job opening which results from the creation of a new job classification within the bargaining unit or the death, retirement, discharge, resignation or transfer of an employee who has previously held a position in an existing job classification.

Section 2. The following factors shall be considered by the Managing Director in the selection of employees for filling all vacancies, promotions, transfers, new positions, classifications, or new equipment and as described in Section 1 above. These factors will be all inclusive for every position covered under this Agreement regardless of past practice.

- a. Seniority.
- b. The ability to do the work.
- c. The employee's past job performance and conduct with the Road Commission.
- d. The qualifications of the applicants for the position.

When factors b, c and d are relatively equal, seniority shall govern.

Heavy equipment positions may only be bid on by a Road Worker or other Heavy Equipment Operator.

All Heavy Equipment Operator positions will utilize a performance evaluation procedure as part of the factors described considered to determine the successful applicant.

Section 3. Vacancies:

- a. The decision to fill vacancies shall be made by the Managing Director. If the Managing Director determines that a vacancy is to be filled, such will be posted and the posting will include the district and piece of equipment currently assigned to the vacancy. The Managing Director reserves the right to reassign employees and equipment to meet the needs of the Road Commission. Postings shall be displayed in each of the branch garages for a minimum period of five (5) working days. Any employee desiring to bid for the posted job shall make application in accordance with the terms of the notice and shall sign and submit his/her application within the time period stated.
- b. Any employee who does not submit an application, including those employees who are absent during the posting period, shall have no claim for consideration for the job. Any employee who is absent during the posting period may have an application submitted on his/her behalf by a Union representative.
- c. In the event that no applications are received for a posted position, or that none of the applicants are qualified, or that no employee agrees to accept the position upon request, the Managing Director may hire a new employee or place an employee with the least seniority in that position.
- d. The Managing Director will provide, upon written request, an explanation to any employee interviewed for a vacancy why they were not selected for the position.

Section 4. The successful applicant for filling a position described in Section 1 above will be required to undergo a probationary period of thirty (30) calendar days. This probationary period may be extended for an additional thirty (30) calendar days at the Managing Director's discretion. During such probationary period, the applicant may be rejected by the Managing Director as unsatisfactory in the new job and returned to his/her previous position. Any employee so returned to his/her previous job classification may request from the Managing Director, and receive in writing, the reasons that the employee did not successfully complete his/her probationary period.

Section 5. The Managing Director may waive the requirements for the probational period as stated above if the applicant is considered to have sufficient prior experience.

Section 6. The beginning hourly rate in the new job classification and the length of time between additional hourly rate increases shall be stated in the notice of vacancy as posted.

Section 7. An employee who has been promoted under the terms of this Article shall not be

eligible to obtain any other promotion for a period of one (1) year beginning with the date of his/her reclassification notice to the newly promoted position. The one (1) year time limitation shall not apply in the case of an employee transferring for reasons of health. A promotion to a foreman position will be exempt from this requirement.

ARTICLE 10 – SUBSTITUTE POSITIONS

Section 1. Acting Foreman / Chief Mechanic

- (a) This assignment shall be considered a temporary assignment.
- (b) Any regular, hourly-rated employee, except a Foreman, may be appointed as Acting Foreman / Chief Mechanic by the Superintendent under whom he / she works.
- (c) The Superintendent will notify the employee when his / her assignment as Acting Foreman / Chief Mechanic begins and ends.
- (d) The Acting Foreman / Chief Mechanic shall receive the position's regular rate of pay while in the appointed position.
- (e) The Acting Foreman / Chief Mechanic will be required to perform all of the duties of the regular foreman.
- (f) An employee may be appointed as an Acting Foreman / Chief Mechanic for the following purposes:
 - (1) To act as Foreman / Chief Mechanic while the regular Foreman / Chief Mechanic is on vacation, sick leave, or his / her position is vacant.
 - (2) In an emergency when the regular Foreman / Chief Mechanic is not available.

Section 2. Substitute Equipment Operators

- (a) Substitute equipment operators are encouraged for each piece of heavy equipment.
- (b) Substitute operators shall be selected in accordance with Article 9 of this Agreement and will be limited to being the substitute for two (2) pieces of equipment.
- (c) A full-time heavy equipment operator is not eligible for a substitute operator position.
- (d) All Road Workers shall be paid at the Heavy Equipment Operator rate for the piece of equipment while performing as a substitute operator.
- (e) Mechanics are not eligible for substitute operator positions.

ARTICLE 11 - UNION MEMBERSHIP AND COMMITTEES

Section 1. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regard to such matters.

Section 2. The Union is required under this Agreement to represent all the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union.

Section 3. For the period of this Agreement, the ACRC agrees to deduct from the wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required; provided, however, that the Union presents the ACRC written authorization properly executed by each employee allowing such deduction and payment to the Union. If notified by the Employee or Union that an employee is no longer a member of the Union, the ACRC may discontinue the Employee's dues deductions immediately. All such monies referred to above shall be deducted by the ACRC and transmitted to the Union, along with a list of all employee's names for whom deduction have been made. The Union shall indemnify, defend, and save the ACRC harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or as a result of any conduct by the ACRC for the purpose of complying with this Article.

Section 4: The parties agree to establish a Labor/Management Committee in an effort to review our overall relationship as it relates to issues that hinder the collective process of the parties. Meetings will be held on an as needed basis with dates and times to be agreed upon by the parties. Both parties will be responsible for establishment of the Labor/Management Committee agenda. The Labor Committee will consist of one member from each garage and the Union President.

Section 5: Any bargaining will take place at times other than the normal working hours of employees unless agreed to by the Managing Director. It is understood and agreed that if the Managing Director does consent to bargain with the Union during the times when the employees would be at their assigned duty stations, then the employee would be paid at his / her normal rate of pay. The number of members on a bargaining committee is within the discretion of the Union, but shall not be in excess of seven (7) individuals. The Union and the Managing Director shall furnish each other with a written statement as to the membership of the bargaining committees or any alternate members thereof.

ARTICLE 12 - LONGEVITY PAY

Section 1. In order to be eligible to receive longevity pay, an employee must have seven (7) or more years of service with the ACRC. This means an employee must be listed on the official records of the ACRC as being employed by the ACRC for not less than seven (7) consecutive calendar years.

Section 2. The maximum amount that an eligible employee may receive shall be either one percent (1%), two percent (2%), three percent (3%), or four percent (4%) of the product of his/her regular hourly rate on September 1 of the eligible year multiplied by two thousand eighty (2,080) hours. The percentage to be used is based on length of service and is determined as follows:

Beginning with the first day of the eighth (8th) year of an employee's service with the Road Commission, his/her longevity pay shall be calculated at the rate of one percent (1%).

Beginning with the first day of the fifteenth (15th) year of an employee's service with the Road Commission, his/her longevity pay shall be calculated at the rate of two percent (2%).

Beginning with the first day of the twenty-second (22nd) year of an employee's service with the Road Commission, his/her longevity pay shall be calculated at the rate of three percent (3%).

Beginning with the first day of the twenty-ninth (29th) year on an employee's service with the Road Commission, his/her longevity pay shall be calculated at the rate of four percent (4%).

In order to be eligible for longevity pay an employee must have at least one thousand seven hundred seventy-five (1,775) hours on the job between September 1st of the seventh (7th) year and August 31st of his/her eighth (8th) year of service to be eligible for the first longevity pay check.

Section 3. In order to qualify for the maximum amount of longevity pay, an eligible employee after his/her eighth (8th) year of service must have at least one thousand seven hundred seventy-five (1,775) hours of actual time on the job between September 1st of that year and August 31st of the following year.

Section 4. In the event that an employee who is eligible for longevity pay retires, is laid off, takes an extended leave of absence, is on military leave, or has an extended period of sick leave, his/her amount of longevity pay will be prorated on the basis of the number of on the job hours divided by one thousand seven hundred seventy-five (1,775) multiplied by the maximum amount he/she is eligible for. An eligible employee who resigns before September 1st shall receive longevity pay on this basis.

Section 5. Longevity payments will be made as a lump sum on or about December 15th of each year.

Section 6. In the event that an eligible employee dies during the course of the year, his/her spouse, or the person designated as the beneficiary of their MERS pension, will receive the computed amount of longevity pay due the employee at the time of his/her death.

Section 7. Eligible employees who are terminated before September 1st shall not receive longevity pay.

ARTICLE 13 - MEDICAL EXAMINATIONS

Section 1. New Hires. As a condition of employment, all prospective employees shall be required to undergo a medical examination at the expense of the ACRC by a physician as determined by the ACRC management staff. The ACRC management staff shall review the results of the medical examination and determine at their sole discretion that the prospective employee is physically able to perform the job for which he/she has applied.

Section 2. Regular Employees. The ACRC management staff may require a regular employee to undergo a medical examination from a physician of the management staff's designation at the ACRC's expense with no deduction in pay for time off to determine if he/she is physically able to remain in his/her position or to determine of the employee who has been on extended sick leave is physically able to return to work.

ARTICLE 14 - RETIREMENT

Section 1. All employees of the bargaining unit shall be eligible to retire with benefits provided under the Municipal Employees Retirement System (MERS). The pension benefit shall be the MERS B-3 Plan, including an F55-25, FAC 3 Rider. These employees will contribute 4.7% of gross wages into the retirement system. Employees hired after January 9, 2013, will contribute six percent (6%) of gross wages into the retirement system. Employees hired after February 1, 2016, will contribute four percent (4%) of gross wages into the retirement system with a MERS defined benefit pension plan, 1.5% multiplier, 10-year vesting, FAC 5, no F55-25 Rider.

Section 2. The ACRC will contribute a maximum of fifty dollars (\$50) per pay period to each employee to be placed in an approved Deferred Compensation Plan. The amount of the Employer contribution will be at a 1:1 matching rate of employee contribution up to the maximum Employer contribution

ARTICLE 15 - HEALTH AND LIFE INSURANCE

Section 1. The ACRC will make a contribution towards the payment of health insurance premiums in accordance with Public Act 152 of 2011. The healthcare plans available to employees shall be determined by the ACRC management staff and Board.

Section 2. The ACRC shall provide a stipend of \$700 per month, for each eligible month up to a maximum of sixty (60) months, to all eligible employees who retire after January 1, 2020 with twenty (20) or more years of service and receive benefits from the MERS. The ACRC shall provide no stipend to any employee after reaching the age of sixty-five (65). Employees hired after January 1, 2020 will not be eligible for any post-retirement health benefits.

Section 3. If any active member of the bargaining unit covered by this Agreement elects to opt out of the health care benefits as provided by the ACRC, he/she shall give written notice of such intention to the ACRC. The ACRC agrees to reimburse to the employee the amount of \$387.50/month, if eligible for family coverage, the amount of \$337.50/month, if eligible for two person coverage, and the amount of \$150.00/month if classified as a dependent that is covered under their parent's insurance, provided he/she supplies proof of coverage under their spouse's or parent's health insurance.

Section 4. The ACRC shall pay the entire premium for life insurance (\$50,000.00) and accidental death and dismemberment insurance coverage (\$50,000.00) for all regular employees during the term of this Agreement.

Section 5. The ACRC will match an employee contribution of up to ten dollars (\$10) per month per employee to be placed in a health care savings plan for the employee.

ARTICLE 16 - LAYOFFS

Section 1. In the event it becomes necessary for the Board to lay off employees, the individuals having the least amount of seniority shall be the first laid off. At such time as the Board determines to recall employees laid off pursuant to this section, those individuals with the greatest amount of seniority shall be the first to be so recalled by the Board. All recalls will be made by certified mail sent to the employee's last known address as on the records of the ACRC. It shall be the employee's responsibility to keep the ACRC updated as to any change in address and the ACRC shall have the absolute right to rely upon the last notice of address as provided by an employee in this regard.

Section 2. Any employee hired after January 1, 1983, who shall be on lay-off status for eighteen (18) consecutive months shall be terminated from employment with the ACRC.

ARTICLE 17 - SPECIAL CLOTHING

Section 1. As part of their job requirement, the Chief Mechanic, Mechanics I and Mechanics II, will be required to wear uniforms while on duty. The ACRC will provide the uniforms and pay for the cost of their cleaning by contract through a commercial uniform service. Five (5) sets of clean uniforms will be provided each week.

Section 2. The ACRC shall provide a stipend to each employee of the bargaining unit in the amount of One Hundred Fifty Dollars (\$150.00) per year for the purpose of purchasing safety boots and other equipment or clothing related to the employee's performance of their work for the Road Commission. All employees as a condition of continued employment must obtain and maintain MIOSHA-approved safety toed boots. Any employee reporting to work with boots that are not reasonably maintained and in accordance with this section shall be disciplined.

ARTICLE 18 - ELIMINATION OF POSITIONS

In the event of the permanent elimination of a position, the Board shall place the effected employee in any available position at the rate of pay as designated in the contract for said position. The employee shall gain immediate bidding rights.

ARTICLE 19 - RULES OF CONDUCT AND PENALTIES FOR VIOLATION

Section 1. The following list of Rules of Conduct and penalties for violation of these rules is made a part of this Agreement so that all employees will know what is expected of them. The rules are divided into two groups - Class I Offenses where no written warning need be given to an employee before discharge or suspension because of violation, and Class II Offenses where a written warning must be given to the employee upon the first offense:

a. **Class I Offenses**

1. Drinking intoxicating beverages or using illegal narcotics while on the job.
First Offense - Discharge from employment with the ACRC.
2. Being intoxicated or under the influence of illegal narcotics while on the job.
First Offense - Discharge from employment with the ACRC.
3. Proven deliberate recklessness resulting in the injury or death to persons or major damage to property.
First Offense - Discharge from employment with the ACRC.

4. Dishonesty.

First Offense - Discharge from employment with the ACRC.

5. Conviction of a Felony - That is, conviction in a court of law or any crime where actual punishment is set at imprisonment for more than one (1) year.

First Offense - Discharge from employment with the ACRC.

b. Class II Offenses

1. Reporting for work in an intoxicated condition or under the influence of illegal narcotics.

First Offense - A written warning and suspension without pay or leave pay for five (5) working days.

Second Offense - Suspension without pay or leave pay for ten (10) working days.

Third Offense – Discharge from employment with the ACRC.

2. Absence from work without available leave time, authorized unpaid leave, or without notice to his/her foreman, or superintendent, before 7:00 a.m. during the regular work schedule or 6:00 a.m. during the Summer Schedule on the first day of the absence.

First Offense - A written warning and suspension without pay or leave pay for the same number of days as he or she was improperly absent.

Second Offense - Suspension without pay or leave pay for five (5) working days.

Third Offense or unauthorized absence for more than five (5) consecutive working days - Discharge from employment with the ACRC.

3. Engaging in horseplay.

First Offense - With no injury to others - A written warning and suspension without pay or leave pay for one (1) working day.

Second Offense - With no injury to others – Suspension without pay or leave pay for five (5) working days.

Third Offense or any offense which results in severe injury to others – Discharge from employment with the ACRC.

4. Damage or destruction to ACRC property or to property belonging to third parties as a result of negligence.

First Offense - A written warning and suspension without pay or leave pay for one (1) working day.

Second Offense - Suspension without pay or leave pay for five (5) working days.

Third Offense - Suspension without pay or leave pay for fifteen (15) working days.

Fourth Offense or willful or gross negligence - Discharge from employment with the ACRC.

5. Failure to notify immediate supervisor if leaving job assignment to quit work before regular quitting time.

First Offense – A written warning and suspension without pay or leave pay for one (1) working day.

Second Offense - Suspension without pay or leave pay for five (5) working days.

Third Offense - Discharge from employment with the ACRC.

6. Reporting late for work for any reason.

First Offense - A written warning.

Second Offense - A written warning.

Third Offense - A written warning.

Fourth Offense - Suspension for the rest of the day without pay or leave pay.

Fifth Offense - Suspension without pay or leave pay for two (2) working days.

Sixth Offense - Suspension without pay or leave pay for three (3) working days.

Seventh Offense - Suspension without pay or leave pay for four (4) working days.

Eighth Offense - Discharge from employment with the ACRC.

7. Unauthorized carrying of passengers.

First Offense - A written warning and suspension without pay or leave pay for five (5) working days.

Second Offense - Discharge from employment with the ACRC.

8. Gross Insubordination.

First Offense - A written warning and suspension without pay or leave for three (3) working days.

Second Offense - Discharge from employment with the ACRC.

Section 2.

- a. The written warning as provided for herein shall remain in effect for a period of two (2) years from the date of such warning. Repeat offenses will remain in effect for a period of five (5) years.
- b. Each Class II Offense as described herein shall be considered separately and the penalties for them shall not be combined.

Section 3. Any employee may request an investigation as to his / her discharge or suspension. Should such investigation prove that an injustice has been done, an employee shall be reinstated, with back pay, up to twenty (20) working days. A request by an employee for an investigation as to his/her discharge or suspension must be made by written request to the Board within five (5) working days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within fifteen (15) days and decision reached within twenty (20) days from the date of discharge or suspension.

ARTICLE 20 - GRIEVANCE PROCEDURE

Section 1. Should differences arise between the Board and the bargaining unit as to the meaning and application of the provisions of this Agreement, or should an employee believe that he / she has been unjustly dealt with, or that any of the provisions of this Agreement have been violated, it shall be termed a grievance and attempts to settle such grievance shall be made in the following manner:

Section 2. Grievances shall be presented on behalf of the employees by a steward duly appointed by the Union and recognized by the Board.

Section 3. Such grievances shall be presented for settlement first to the Superintendent to whom such employee is regularly assigned. Such grievance shall be presented within five (5) working days of the date the employee knew, or reasonably should have known, of the

circumstances giving rise to the grievance. The Superintendent shall give a decision in writing within five (5) working days of the date of receipt of the grievance.

Section 4. If the grievance has not been resolved pursuant to Section 3 above, it shall be presented to the Managing Director in writing within five (5) working days of the date of the Superintendent's response. The Managing Director shall investigate the matter and shall give a response to the grievance in writing within five (5) working days of his receipt of the same.

Section 5. If the grievance is still not adjusted to the satisfaction of the employee, such employee shall make written application to the Board, including in such application the request for hearing; such application shall also include the names of any and all employees involved in said grievance, together with a complete description of the grievance or subject to be discussed with the Board. Any such written application to the Board shall be made within five (5) working days of the date of the Managing Director's Section 4 response.

Section 6. Employees appearing before the Board at their own request shall do so on their own time.

Section 7. Employees appearing on order of the Board shall be compensated at their regular hourly rate.

Section 8. On a case-by-case basis, upon mutual agreement between the Board and the Union, a grievance may be submitted to mediation through the Michigan Department of Labor, Bureau of Employment Relations. Unless the parties specifically agree in writing to the contrary, such mediator's decision and recommendation shall be non-binding upon the parties, and the parties agree to assume their respective costs and expenses as may be incurred pursuant to such mediation process.

Section 9. On a case-by-case basis, upon mutual agreement between the Board and the Union, a grievance may be submitted to binding arbitration to be conducted through the Michigan Department of Labor, Bureau of Employment Relations. No case shall be submitted to binding arbitration unless such is mutually agreed to in writing between the Board and the Union. In the event the parties agree to submit a grievance to binding arbitration, the parties agree to assume their respective costs and expenses as may be incurred pursuant to such arbitration process.

Section 10. All grievances shall be processed in accordance with the time lines as described above. The parties may mutually agree to an extension of time with which to respond or process a grievance provided such is done so in writing and signed by both parties. A request for extension of time to process or respond to a grievance will not be unreasonably withheld. Any grievance not processed in accordance with the time lines as set forth above will be considered settled on the basis of the last answer as given by the ACRC staff or Board. Any grievance to which the ACRC staff or Board has not timely responded will be automatically advanced to the next step in the grievance procedure.

ARTICLE 21 - TERMINATION OF AGREEMENT

This Agreement shall remain in full force and effect until December 31, 2022, and thereafter shall continue to be in full force and effect from year to year unless either party hereto shall notify the other party, in writing, at least sixty (60) days prior to the end of the current term, or as the case may be, sixty (60) days prior to the end of any additional contract year of its intention to make changes in or terminate this Agreement. Such written notice shall be sent by email, registered or certified mail, or hand delivered to the other party.

This Agreement shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOARD

UNION

SCHEDULE "A"**JOB CLASSIFICATIONS AND HOURLY RATES OF PAY**

CLASSIFICATION	2020	2021	2022
1. Road Worker	\$22.00	\$22.66	\$23.34
2. Heavy Equipment Operator I Mower, Brush Cutter, Skid Steer	\$23.00	\$23.69	\$24.40
3. Heavy Equipment Operator II Grader, Excavator, Bulldozer, High Ranger	\$24.00	\$24.72	\$25.46
4. Mechanic I, Apprentice Mechanic	\$22.00	\$22.66	\$23.34
5. Mechanic II	\$25.00	\$25.75	\$26.52
6. Foreman – District & Sign Shop	\$26.00	\$26.78	\$27.58
7. Chief Mechanic	\$27.00	\$27.81	\$28.64

- A. The Chief Mechanic and Mechanic II position will require Master Mechanic Certification in Heavy-Duty Trucks from the State of Michigan. Mechanics not meeting this certification will be classified as Mechanic I. If a mechanic obtains this certification during employment, they will automatically be classified as Mechanic II following verification of the certification. Mechanics who have or obtain any of the six (6) repair category State certifications for Heavy-Duty Trucks are eligible for an additional \$0.50/hour wage increase per category.
- B. An apprentice mechanic may be hired without a CDL but must obtain it within 1 year of starting. A Mechanic I or II may be hired with a CDL B and must obtain a Class A within 1 year of starting.
- C. The bulldozer operator will be assigned by the Maintenance Superintendent on an as needed basis.
- D. Any employee may be required to perform hand labor or other work as assigned; however, if an employee is assigned work in a higher paying classification, he will receive pay at the higher rate while so assigned. If an employee is assigned work in a lower paying classification, he will continue to receive his regular rate of pay.
- E. All employees who are required to help repair their own equipment, or in some cases other equipment, in the shop in Allegan shall be paid at their regular hourly rate of their classification while so engaged.
- F. All Foreman and the Chief Mechanic are required to have and maintain at all times an operational cell phone so that they may be contacted by management of the ACRC, and to communicate with other employees in the course of their employment activities. The ACRC will reimburse each Foreman and the Chief Mechanic fifty dollars (\$50.00) per month for the cost of this cell phone.